

AGREEMENT

Between

The Mid-West Forge Corporation

and

The International Brotherhood of

Boiler Makers,

Iron Ship Builders,

Blacksmiths,

Forgers and Helpers

LODGE NO. 1073

2008



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This Agreement dated this first (1st) day of June, 2008, is by and between the Mid-West Forge Corporation, 17301 St. Clair Avenue, Cleveland, Ohio 44110, hereinafter referred to as the "Company" and Local Lodge No. 1073 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, AFL-CIO, hereinafter referred to as the "Union"

The purpose of the agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and equitable disposition of grievances, including rates of pay, shop rules, working conditions, hours of labor, safety and sanitary conditions in the Plant.

ARTICLE I RECOGNITION AND UNION SECURITY

Section A:

The Company recognizes the Union as the sole collective bargaining agency for all of its employees, with the exception of the die room, office and foremen. All production and maintenance work shall be performed only by employees covered by this Agreement.

- (A) Accumulation of time to determine when a new employee has completed his probationary period shall be as follows: (1) New employees, with the exception of those working in the die room, office, and as foremen, shall be entitled to the benefits defined in this agreement following the expiration of six hundred and ninety-six (696) hours, except for pension purposes. Employees will not be eligible for the pension plan coverage until they have completed one (1) year of service. At completion of the one (1) year of service they shall be enrolled into the pension plan, with total service calculated as from their original date of hire. New employees shall be considered on probation until the completion of six hundred and ninety-six (696) actual working hours. Probationary employees may be discharged as exclusively determined by Management; provided that this will not be used for purposes of discrimination for race, color, religious creed, national origin, age, sex, or disabilities, or because of union membership. As soon as the employee has accumulated six hundred and ninety-six (696) actual working hours

in accordance with the records kept by the Company, the proper union representative will be so informed and their name shall be placed on the official seniority list as a member of the union and shall thereafter be required to pay the appropriate union initiation fees and monthly dues for all future periods. In recalling men who have been laid off and who have not yet completed their probationary period, the Company will recall them in accordance with the date of hire.

Section B:

It is agreed that all present and all new employees shall become members of the Union immediately following the expiration of six hundred and ninety-six (696) actual working hours and will remain members of the Union in good standing as described in the Local Union and International Union Constitution and By Laws. Subject to the provisions of this Agreement, it is understood that the Company may hire such new employees as it finds necessary to carry on the efficient operation of the plant. Such employees will be afforded membership in the Union without discrimination in compliance with the Constitution and By Laws of the Local Union and International Union. Names of the employees who fail to comply with the provisions of this Article will promptly be submitted to the Company and disposition of said violations shall be made within fifteen (15) calendar days of the date of such notice.

Section C: Checkoff

- (A) The Company agrees, upon written voluntary authorization of any Union member, to deduct from the first paycheck of each month, initiation fees, dues, and such other uniform obligations owed to the Union as may be legally deducted, except that initiation fees so authorized shall be deducted from the first paycheck following the completion of six hundred and ninety-six (696) actual working hours. Deductions made in accordance with the foregoing shall be marked for deposit only and remitted to the Union officer designated by the Union.
- (B) The Union shall, initially, notify the Company as to the monthly sums to be deducted in accordance with the foregoing. Any subsequent

change in amounts shall be certified to the Company in written form over the signature of duly authorized officers of the Union, and shall take effect on the first paycheck following fifteen (15) calendar days after such notification is given.

- (C) The Company shall notify the Union, through the Local Financial Secretary, of all new employees who have completed six hundred ninety-six (696) actual working hours with the Company.
- (D) Voluntary authorization forms shall be furnished by the Union to the employees. A sample of the voluntary authorization form is annexed hereto and made a part hereof and marked EXHIBIT A. All previously filed checkoff authorizations shall be recognized in accordance with their terms.
- (E) If an employee does not have sufficient earnings to pay his union obligation to the Union from his first paycheck of the month as outlined above, then this amount will be deducted from the first paycheck when he has sufficient funds to pay same.

Section D: Indemnification

The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Company as a result of any action taken or not taken by the Company pursuant to any written or oral communication from the Union under the provisions of this Article.

Section E:

The Company recognizes the right of all employees to be free to join the Union and to participate in lawful union activities. Therefore, the Company agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Company against any employee because of union membership or because of any lawful activity in an official capacity on behalf of the Union.

Section F:

The Company agrees to honor and to transmit to the Local Secretary-Treasurer at the same time as the monthly Lodge dues deduction all voluntary contribution deductions to the LEAP Campaign Assistance Fund from employees who are Lodge members and who sign CAF Checkoff Authorization Cards. The deduction shall be in the amounts and with the frequency specified on the CAF Checkoff Authorization Cards. Voluntary authorization forms shall be furnished by the Union to the employees. A sample of the voluntary authorization form is annexed hereto and made a part hereof and marked EXHIBIT B.

ARTICLE II
HOURS OF WORK

Section A:

The regular starting and quitting time for the employees covered by this Agreement, by shifts, shall be as follows:

Third Shift	10:30 p.m. to 6:30 a.m.
First Shift	6:30 a.m. to 2:30 p.m.
Second Shift	2:30 p.m. to 10:30 p.m.

Any time worked prior to the established starting time and any time worked after the established quitting time shall be paid for at the rate of time and one-half (1 1/2). All changes in the starting and quitting times of the general shifts mentioned above, shall be agreed upon by the Company and the Union. Exceptions to the above is the light-up crew, who will start at 7:30 p.m. on the first day of the work week. The following day they will revert back to their regular starting time. Employees are permitted to use the last ten (10) minutes of each shift as wash-up time.

Section B:

The normal work week shall begin with third shift on Sunday night and end on second shift on Friday night, inclusive, forty (40) hours per week, eight (8) hours per day. All work performed in excess of eight (8)

hours in any twenty-four (24) hour period, or forty (40) hours in any one (1) week, or work performed on Saturday, shall be paid for at the rate of time and one-half (1 1/2). If production is not close to equal on all three shifts and only two full shifts and a partial third shift is running, the two main shifts shall be first and third shift. Should the Company be running only one full shift and two or less partial shifts, the main shift shall be first shift.

Overtime work shall be scheduled by seniority when the Company schedules Saturday and Sunday work.

Section C:

When an employee/employees are scheduled to work a six (6) or seven (7) day week and it is cancelled on Friday, they shall receive compensation of four (4) hours pay at the rate of time and one half (1-1/2). This provision will not apply in the event of breakdown or absenteeism beyond the control of management.

Section D:

All work performed on Sundays and the following Holidays shall be paid for at the rate of double time: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

There will be no work performed on Easter Sunday, Labor Day or Christmas Day, unless otherwise agreed to by the Company and the Union.

Section E:

In the event there is overlapping of shifts through agreement between workers, or for coming in before a regular shift on the day before a holiday, straight time only shall be paid for work performed up to eight (8) hours, after which regular overtime rates, as outlined above, will apply.

Section F:

Any employee reporting for work and for whom no work is provided at his regularly scheduled job, shall receive no less than two (2) hours pay at his regular day rate, provided he has complied with the provisions of Article IV, Section K. If the employee is assigned to another job, as provided for in Article IV, Section K, he will receive no less than eight (8) hours of employment on the assigned job, except in the event of a breakdown, or some personal event beyond the control of Management.

Section G:

Where, in case of an emergency, an employee is called into work on any other than his regular shift and/or work day, said employee shall be guaranteed a minimum of four (4) hours work.

Section H:

If it becomes necessary to curtail the work week of forty (40) hours because of lack of work for a period of longer than one (1) week, in any department or any part of a department under the jurisdiction of this Agreement, the Management and the foreman of the department affected shall call the Shop Committee and they shall in conference, agree upon a plan to meet the situation that will be to the best interests of the majority of the men affected. Notwithstanding anything written above, this Paragraph shall in no way be construed as guaranteeing forty (40) hours of work within a given week. However, the Company will endeavor at all times to furnish its workers forty (40) hours work per week, and will not curtail the work week for long and unreasonable periods of time.

Section I:

All hourly rated employees in the Inspection, Maintenance and Forge Departments, shall receive two (2) rest periods of fifteen (15) minutes duration on each shift as may be mutually agreed upon, from time to time, between the Company and the Union.

Section J:

All employees in the above Section will receive a lunch period of thirty (30) minutes with pay.

Section K:

It is agreed and understood that the following employees, by the nature of the work performed, shall be considered on a forty-five (45) minute work hour and all such employees are expected to work the equivalent of eight (8) forty-five (45) minute work hours per day, excluding the wash-up period and rest time.

Manual Upsetter Operators and Heaters
Tong Feed Upsetter Operators, Assistant Operators, Tong
Feed Loaders and #44 Rackman
Extrusion Operators, Assistant Operators and
Loaders

These employees shall perform their duties as instructed by the foreman. When setups on tong feed upsetters or extruders are in process, the foreman will schedule rest breaks in such a manner that the setup will not be interrupted. Rest breaks will not be eliminated during setups; however, the rest breaks might occur after 45 minutes of work, after 60 minutes of work or after 30 minutes of work. The foreman requires some flexibility on scheduling these breaks so that the setup can be completed in a reasonable amount of time.

Section L:

The Company will post the regular weekly schedule by 1:00 P.M. on Thursday. If weekend overtime becomes necessary, it shall be posted by 1:00 P.M. on Wednesday. The Company may cancel weekend overtime by posting a second notice by 1:30 P.M. on Thursday and will not incur any wage costs. For this section to apply, employees with doctor releases for return to work must submit these releases to the personnel office, no later than 9:00 A.M. on Thursday. Subject to the above stipulation, if proper notification is not given, then the overtime becomes voluntary. If an employee accepts the voluntary overtime, then

the Attendance Sections of the Company Rules and Regulations will fully apply.

ARTICLE III GRIEVANCE PROCEDURE

Section A:

In the event a grievance arises between the Company and the Union, the Company shall meet with the Grievance Committee and such other representatives as may be required.

All grievances must be in writing and shall be taken up with the foreman of the person or persons making the complaint. The foreman shall give the Committee a definite answer, in writing, within twenty-four (24) hours.

Section B:

If a satisfactory settlement is not reached with the foreman, the Union shall state the reasons in writing and the matter shall be taken up with the Superintendent, who must give a definite written answer within twenty-four (24) hours.

Section C:

If no agreement is reached with the Superintendent, the Union shall present the grievance to top management specifying their objections in writing and will be given a definite written answer by top management within twenty-four (24) hours.

Section D:

The Committee may give top management more than twenty-four (24) hours if proof is given to show that more time is needed.

Section E:

In case of no agreement, the Company and the Union agree to submit the controversy to the Federal Mediation and Conciliation Service

of the United States Government within fifteen (15) calendar days for advice as to a solution and to direct both sides toward a settlement within the scope of their powers, and both parties shall comply.

Section F:

No grievance shall be filed or considered to exist unless it is presented in writing within three (3) normal working days of the occurrence of the event giving rise to the grievance. In cases of layoff, the period shall be extended to five (5) normal working days.

Section G:

Grievance Withdrawal: An aggrieved employee, or the Union shall have the right to voluntarily withdraw a grievance at anytime without creating an obligation or establishing a precedent.

ARTICLE IV SENIORITY

Section A:

Journeyman Crafts: Manual Upsetter Operators, Tong Feed Upsetter Operators, Extrusion Press Operators, and Salvage Men, and any other that may be added, seniority shall include only the time worked at the craft for this Company, beginning with the last day of hire, except as hereinafter provided.

Section B:

On down-grading, the men on a Journeyman Craft shall have their total and accumulated seniority from their last date of hire in accordance with their qualifications.

Section C:

Employees may hold only one craft. If an employee is in a craft, a classification, or in a department that is eliminated, that employee shall be given an opportunity to learn a new craft, a new classification, or be put in a different department. The placement of the employee will be

done in such a manner as to prevent him from losing time from the job and/or seniority.

Section D:

When an employee is promoted to a Journeyman Craft, he shall be on a probationary period of 120 working days on the job, during which time he has no seniority on the job. After the probationary period, if left on the job, he has seniority from the beginning of the probationary period.

Section E:

Preparation of the weekly schedule will be done in the following order, taking seniority into consideration:

1. Craft
2. Classification
3. Labor

When determining seniority for all jobs, except Journeyman Crafts, the following formula will be used: The employee with the most years of service, from date of hire, shall have a job in the highest classification he is qualified to fill. The exceptions to this is when two employees trade. For all departments, when one man is allowed to switch with another, each man takes the other man's seniority and their like qualifications. The only time each keeps his own qualifications is when no one else on the shift has the needed qualifications.

For layoff purposes, the President of Local Lodge 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers shall maintain Super Seniority over all employees. If, by virtue of his seniority, the person holding Super Seniority should be laid off, he will appear on the weekly schedule in the lowest labor position. However, should daily absences occur, the person holding Super Seniority may fill any position for which he is qualified without regard to laid-off personnel.

Section F:

When decreasing the work force, the last person hired shall be the first one to be laid off, according to qualification and seniority. When calling back from layoff, the last person laid off shall be the first to be recalled according to qualification and seniority.

Section G:

When there is lack of work, the foreman shall be required to place the men in accordance with their seniority and qualifications except as modified by Section (J) and (K) below.

Section H:

Management shall endeavor to observe seniority so that the best jobs go to the employees in order of seniority. The Company and the Union shall agree to a listing, in order, of the best jobs, by department, which shall remain in force for the duration of the contract. Should any employee or employees feel that the Company is not observing this rule, the men affected may file a grievance, and if it is proven that the Company is not following this practice, then the Company shall rectify said conditions or effect a mutual agreement between the Company and Union Committee.

Section I:

It is agreed that all crews and units shall be designated as No. 1, No. 2, etc., for seniority purposes and that no man shall bump out of his crew unless there is a lack of work for this craft or classification in a crew, a promotion or vacancy takes place, or the crew is broken up by the Company. Such transfers shall be made by mutual agreement between the Company and the Union Committee. Mechanically operated units No's. 35, 44, 46, 49, 51, 52 and 50 will be classified separately from other operating units in the forge. Neither the operator or assistant operator will be subject to being bumped by forge people with higher seniority, (does not apply) to Operators and Assistant Operators with higher seniority listed on the current schedule, except that if business conditions necessitate a major lay-off, the Union may reopen negotiations in regard to the status of these operators in

order to protect high seniority forge employees. A major lay-off shall be defined as a period of one (1) or more consecutive weeks during which time the affected employee is either on lay-off or bumped out of his craft or regular classification.

Section J:

If a scheduled unit is shut down at the beginning of the shift due to absenteeism, lack of work, or breakdown, the crew will bump the least senior crew, which in turn, will bump according to seniority and qualifications. All bumped members will accept other assignments that they are qualified to perform. At the beginning of the next work week, the crew will automatically be placed according to Section F above. If it appears to the Company that the shutdown will not last through the week, the crew will remain the least senior crew until such time as their original unit starts back up. All bumping will be confined to the shift affected. Should the Company decide to shut a scheduled unit down to operate another unit, or because of breakdown and/or job changes, the crew/crews shall make the necessary amount of moves necessary to facilitate such actions, as directed by management due to production requirements. It may be necessary for them to be placed in other positions. The employee, in all cases, will be paid at his scheduled rate or the rate of the job, whichever is higher.

Best job language in Article IV Section I shall only apply at the start of a shift. Should job priorities change during a shift, caused by absenteeism, breakdowns or other circumstances affecting production, the department foreman, regardless of seniority or best job language contained elsewhere in this contract, may direct any employee who is qualified to fill the position to perform the necessary work. The employee in all cases shall be paid at his scheduled rate or the rate of the job, whichever is higher. The Company maintains the right to shut down a scheduled unit or suspend work on any job and reassign the employees as necessary. If an open man is available, due to production changes, that man will be used first to fill the need above.

The Assistant operator, when not spelling another unit or taking their own break, may be used to set up or try out on a unit up to the point of producing an acceptable First Article lay-out piece.

In the event of absenteeism, Assistant Operators, in the Forge and Extrusion, may run a unit when not spelling another employee. The Assistant Operator will be paid at Operator's rate for the hours spent running a unit when not spelling another employee. Should a qualified operator, who is assigned to another position on the schedule, be present on the shift when the Assistant is used to run a unit, that person will be paid at operator rate for the day.

Due to the absence of a person who appears on the weekly schedule, any employee who appears for work may be used to fill any position for which he is qualified without regard to laid-off personnel. This re-assignment may be done on a daily basis to maintain the number of units on the weekly schedule. This section will not be used to run units in addition to what appeared on the weekly schedule. Re-assignments may be made two times, per position, per scheduled week.

Section K:

All departments shall have stationary shifts, with the most senior employees making up first (1st) shift, the next senior employees making up second (2nd) shift, and the least senior employees making up third (3rd) shift. This will be by classification and craft in order to insure adequate coverage for all operations being run on each shift. More senior employees may work on preferred shifts, by agreement with the Company and the Union, with the understanding that the employees will not be permitted to keep changing from one shift to another. When requesting another shift, the period served on the requested shift will be not less than six (6) months. In the Maintenance Department, it will be necessary to modify the above to insure that all the necessary skills required will be divided among all three shifts.

Section L:

When there is a vacancy on the job, or a new job, or department is to be created, employees, according to their seniority, shall have preference before new employees are hired.

Section M:

In all promotions, seniority shall always receive first consideration. However, some jobs may require training and/or testing as defined by the Management.

Section N:

Posting and Bidding Procedure: In the event of the creation of a new job classification or the occurrence of a vacancy in an existing job classification within the scope of the bargaining unit, notice of the availability of the job shall be posted on the bulletin boards in all departments for a period of three (3) full successive working days within which all employees shall have an opportunity to apply for such job. The employee in the department in which the job is to be filled having the greatest seniority applying, shall be assigned to the job classification so posted. If no employee in the department applied, then from among those applying from other departments, the employee having the greatest amount of seniority shall be assigned to the job classification.

When an opening in Maintenance occurs, in-house bidders and outside candidates may be considered equally to assure that the position is filled with the best qualified person. The demonstrated talents and work habits of the internal bidders, and not their seniority, will be taken into account. The responsibility of determining the applicability, sufficiency and passage criteria of the testing process lies solely with the Company. The Union Committee may designate a representative whose purpose is to assure that all candidates are tested fairly and equally. Employees entering the Maintenance Department after June 1, 2008 will carry the date that they begin in Maintenance as their seniority date for shift preference and layoff purposes.

During such posting period or periods, such job may be temporarily filled without regard to the requirements of this Section, but without prejudice to the seniority rights of any other employee in respect of permanent assignment to the job classification. Any employee who is selected for a bid job will be expected to learn the job in a reasonable amount of time and will be required to demonstrate the skills required

for the specific job through appropriate evaluation. Once a position has been filled by bid and the employee has been qualified in that job, the bid list shall be destroyed and should the need arise for additional bids, a new bid list shall be posted.

All employees who bid into another job classification or department under the provisions of the above paragraph shall work a trial period of two (2) days, or such longer or shorter periods as the Company and the Union may agree upon, and during such trial period, the employee shall be regarded as temporarily assigned to that job classification or department. If during such period they are unable to demonstrate their ability to perform the work as required, or if the employee is dissatisfied for any reason, then and in either event such employee shall be retransferred to his former job, and the job into which he bid shall be regarded as vacant and the next employee on the original bid list, meeting all criteria, shall be selected.

All employees who bid shall fill out a bid slip in the Personnel Office, a copy of which shall be given to the Union Committee Man. When an employee has bid for and has been temporarily assigned to a job classification as called for in the preceding paragraph and thereafter relinquishes the job within such two-day period or such longer or shorter period as the Company and the Union may agree upon, because of his dissatisfaction or other personal reason, or has been unable to demonstrate his ability to perform the work, he shall not be permitted to bid on another job for a period of six (6) months unless he elects to bid for the posted job instead of bumping when he is subject to lay-off. In all cases, when an employee has bid for and has been assigned to a job, he shall remain on the bid job for at least six (6) months before bidding for another posted job, unless: (1) he can bid into and qualify for a job in a classification with a higher base rate, or (2) he elects to bid for a posted job instead of bumping at a time when he is subject to lay-off because of force reduction, or (3) he is disqualified, or (4) it is otherwise mutually agreed by the Company and the Union. No employee may bid for a job classification unless it has actually been posted and unless he is actually working on one or more days during the period it is posted, except that an employee who had been off work because of sickness, an industrial sickness or industrial injury sustained while in the employ of the Company, and who has recovered therefrom sufficiently to be capable of work other than at his

regular job, and is awaiting assignment to such work, may bid for a job posted during the period in which he is so awaiting assignment.

It will be required that any employee that is being trained in a craft or classification must perform the function of that craft or classification without the assistance of the trainer, for a period of up to ten days which do not have to be consecutive days, before they can become qualified. This evaluation period will take place without regard to seniority or laid-off personnel. The weekly and daily schedule will be prepared taking current seniority into account for shift preference. The learner-to-be-tested, will be scheduled as a learner for the testing period. The learner can run any available unit, without displacing a scheduled operator, during the evaluation process. Should a qualified operator, who is assigned to another position on the schedule, be present on the shift when testing is taking place, that person will be paid at operator rate for their shift. Should a qualified Assistant Operator, who is assigned to another position on the schedule, be present on the shift when testing is taking place, that person will be paid at Assistant Operator rate for their shift. The senior operator, on the shift where testing is taking place, will receive training pay during this testing period.

Section O:

The following forfeit seniority: Accepting a foreman or supervisory position (except as outlined in Section (S) below), quitting of one's own accord or discharge for a just cause. Employees shall maintain their seniority during lay-offs in accordance with the following schedule:

<u>Period of Employment</u>	<u>Term of Seniority Maintenance</u>
Less than 696 working hours	0
696 working hours to less than 10 years	24 Months
10 years or more	36 Months

Section P:

If disputes arise as to the interpretation of the foregoing seniority, the Steward and the foreman shall work out a temporary adjustment until such time as the Company and the Union Committee can meet

and settle such problems. All adjustments and settlements reached under this Paragraph shall be in writing and shall be binding upon the Company and the Union.

Section Q:

Changing departments or being transferred from one department to another is not forbidden, but can only be done by written agreement between the Company and the Union. When there is a lack of work, employees may be offered work in another department rather than being placed on lay-off. However, refusal by the employee will in no way affect his right to unemployment compensation benefits.

Section R:

When an employee is advanced to a foreman or supervisor, he shall be considered on leave from his regular job for six (6) months, during which time he shall continue to pay dues to the Lodge while holding all seniority. If, during this six (6) months the employee's former job is upgraded to a craft, it shall be considered as having been a craft when they were advanced to the foreman or supervisory position. If the employee elects to remain in the foreman or supervisory position after the completion of the six (6) month period, he shall forfeit his seniority in the bargaining unit.

Section S:

Employees who are laid off and called back to work will be notified by telephone, or certified mail, addressed to the latest address furnished to the Company by the laid off employee, when they should return to work, and the employee notified to return to work shall advise the Company within three (3) days whether or not they will return, and if intending to return, shall report for work within six (6) days of said recall. If no response is received in the appropriate time period, the employee shall be considered terminated.

Section T:

New or upgraded employees will be put on first, second and third shifts at the option of the Company for a reasonable break-in period. Any period longer than one (1) month will be set by mutual agreement between the Company and the Union.

Section U:

The Company shall furnish the Union a seniority list of all employees. The Company shall also furnish a list of all employees by craft and classification. These shall be by departments. These lists will be furnished semi-annually.

Section V:

No employee will be authorized to unilaterally sign-off and/or relinquish rights to any job and/or classification except as authorized in Section (N) above. Employees shall be permitted to sign off of a bid job after eight (8) years of qualifying service on that job. Employees desiring to sign off, after meeting the above requirements, shall notify the Company in writing. Only one employee per time period listed below, based upon seniority, will be allowed to request for a sign off from each particular bid classification.

Manual Operator, Manual Heater, Tong Feed Operator, Tong Feed Assistant Operator, Extrusion Operator, Extrusion Assistant Operator, and Salvage Man:
1 every six (6) months.

Craneman, Shear Operator, and Towmotor Operator: 1 every two (2) months.

When an employee has been granted the approval to sign off, they must remain on the job during the training of their replacement, for the period of time listed above, or less, if the replacement employee learns the job at a quicker pace than normal.

For the Extrusion Loaders, in the event that Union employees have absented themselves, for what ever reason, requiring employees to

come over from the forge due to a reschedule, and no additional bid qualified employees are available, the lowest seniority forge labor/rack/hook-up employee or employees shall load the extrusion equipment.

In emergency situations, the Company may request that an employee who has signed off of a job, temporarily return to their former job. This shall be voluntary on the employee's part. When an employee signs off of a classification, all of their seniority on that job is lost and should they re-bid in the future for the same classification, they shall start at the bottom of the seniority list for that classification.

All employees who have signed off jobs in the past shall have until November 30, 2008 to re-qualify for these jobs and thereafter shall be assigned as called for elsewhere in the contract. All employees who re-qualify for a classification or craft will be placed at the bottom of the seniority list. When an employee re-qualifies for either a craft or a classification, their seniority begins on the date that they re-qualify.

Section W:

As of June 1, 2008 the position of Inspection Utility Man is permanently created. Add Inspection Utility Man to the Wage Schedule in Article XX, Section A. Eliminate the positions of straightener, inspection stacker, inspector, dock tie up, from the Wage Schedule in Article XX, Section A and in Article IV Section X. And add these duties to the Inspection Utility Man's duties. Eliminate the position of Saw and add those duties to the Inspection Salvageman's duties.

As of June 1, 2008 the position of Forge Utility Man is permanently created. The position of Forge Utility Man encompasses the duties of Hook Up, Labor Rack, Helper, and Extrusion loader. The extrusion loader will be considered the least-senior position. Add Forge Utility Man to the Wage Schedule in Article XX, Section A and remove hook up, labor rack, helper, and extrusion loader. The following employees, due to medical excuses or prior sign-offs will not be assigned to the Extrusion Loader task:

#170 Hall, #213 Bradfield, #485 Tokarski, #178 Cross, #68 Ervin, #104 Eyer, #118 Dembie, #125 Clay, #206 Fuentes, #314 Orozco, #340

Wayne, #346 Palmison, #258 Gamble, #295 Fetsko, #30 Williamson, #32 Speight, #46 Cassidy, #89 McDonald.

All Forge and Inspection personnel must become qualified for the Utility position in their respective departments. The exceptions to this rule are the following employees: 361 Smith, 375 Sumlin, 10 Howard, 231 Vasquez, 237 Rolon, 1 Delgado, and 287 Krell. These individuals will have 60 days from June 1, 2008 to sign-up and qualify for the Inspection Utility position.

Section X:

In the Inspection Department, at the start of the shift, all employees shall be scheduled in order of seniority, with the highest senior man being placed in the best job. As elsewhere defined in this contract and the Company rules and regulations, all employees must be at their workstations at the start of the shift. Any employee who does not meet this criteria, but shows up late, for whatever reason, will then be assigned to the lowest seniority position available and employees scheduled by seniority at the start of the shift, will not be bumped.

During the first 15 minutes maximum of any shift, if the Company requires manning changes due to changes in the production equipment in other departments, the Inspection Department will reschedule its jobs by seniority. Should an employee who was late, arrive on the floor during the 15 minutes, he will still be placed in the lowest seniority position available.

ARTICLE V LAY-OFFS AND DISCHARGES

Section A:

Employees laid off shall be notified five (5) working days in advance of such lay-off, except when caused by conditions clearly beyond the Company's control. Should any employee who is scheduled to work, not receive the five (5) days notice above, the affected employee shall be paid eight (8) hours at their regularly scheduled rate of pay.

Section B:

When the Company decides to discharge any employee for cause, his general foreman shall state the cause to the employee and the union, in writing. The employee shall then be considered discharged save and except that if the Union Grievance Committee, upon written demand of the employee affected, files a grievance form within three (3) working days of the discharge shall be considered suspended until the matter is disposed of through the regular grievance procedure.

Section C:

In the event that it is established as a fact that an employee has been unjustly discharged, laid off, or suspended, the Company agrees to pay said employee for all time lost at the rate of his average hourly earnings and restore his former seniority rights.

Section D:

It is agreed that all employees shall perform their work as outlined in the written job descriptions, work instructions, or as directed by the Company's representatives in an efficient and workmanlike manner, subject to the rules and regulations of the Company. Any deviation from the above, as well as inexcusable lateness, deliberate failure to report off, checking out early and any other willful violation of the Company's rules shall make the offending employee subject to summary discipline.

Section E:

For employees who have worked more than 696 working hours and are then laid off, the Company shall maintain and pay for health insurance for the month of layoff and one (1) additional month.

ARTICLE VI LEAVES OF ABSENCE

Section A:

A long term, formal leave of absence may be applied for at any time by an employee. They must make written application to the Company,

stating the circumstances and the length of absence desired. This type of leave may be granted by the Company for a period not exceeding three (3) months, without disturbing seniority rights or standing provided that the Company presents the Union Committee with a duplicate copy of the original application, signed by the Company, if it approves the leave.

For periods longer than three (3) months, the Company and the Union must agree.

A long term, formal leave shall automatically be granted to an employee for the following reasons:

1. Election to an office of the Buckeye Industrial Council
2. Election to an office of the International Union for a period of one (1) year without disturbing seniority rights or standing, however, if additional time is required, it may be approved by mutual agreement between the Company and the Union.

Section B:

National Guardsmen or Organized Reservists shall be entitled to automatic leave of absence to attend required training sessions. The leave shall be counted as time actually worked in the employ of the Company for the purpose of figuring eligibility for vacation pay, seniority related benefits, or other contract benefits. National Guardsmen or Organized Reservists shall be paid for training time up to two (2) weeks per year. The pay should not be less than the difference between the amount the employee received for military training and the amount they would have earned on their regular day rate.

Section C:

Subject to override by governing Federal or State Laws, or the provisions of Article X of this Agreement, if any leave of absence extends beyond thirty (30) calendar days, an employee desiring to continue coverage under the Company's Health and Life/Sickness Benefit Package, shall be required to pay, on a monthly basis, the premiums for such coverage.

Section D:

The Company agrees to do whatever it can to prevent an active employee from suffering a loss of wages due to jury service. The employee must notify the Company immediately after they receive notice to serve as a juror. When an employee is called to jury service, after proper notification, the Company agrees to pay this employee the normal pay they would have earned had he not been serving on jury duty, less the amount that the employee was paid by the Clerk of Courts for the days they actually reported for jury duty.

Section E:

A short term, leave of absence may be applied for in writing to the Personnel Manager. These requests must be submitted a minimum of two (2) weeks prior to the start date of a requested one (1) week leave; within two (2) days of the start date for a leave of three (3) days or less; and under **limited special emergency** conditions, the day before a one (1) day leave. The Company shall respond in writing with a yes or no answer to the request within forty-eight (48) hours prior to the requested time off for a one week leave, within twenty-four (24) hours prior to a requested three day or less leave and within four (4) hours of receipt of all requests for an emergency one day leave. If no answer is given within these time frames, the requested leave shall be considered automatically granted. All short term leaves of absence will be limited to a period of six (6) days per year. If an employee desires a period of time shorter than one (1) week it may be granted. Under no circumstances, under the provisions of this section, will more than four (4) short term leaves of absence be granted in any one calendar year, nor can the total time of four granted leaves of absence exceed six (6) working days.

While employees may apply for short term leaves of absence, these may not automatically be granted. The Company will attempt to honor as many requests as possible, but it will base its approval or disapproval on such factors as work load, manning levels, training requirements, other leaves, sickness and accident individuals out of work, industrial injury individuals out of work, vacations in effect, proper distribution of necessary work skills and other factors which contribute to the Company meeting its production requirements.

In the case that a Level 3 Emergency, defined as when all roadways are closed to non-emergency personnel and whose conditions cause an employee to miss work, is declared by a state or county authority where an employee resides prior to the start of the employee's work shift, the employee may apply for a leave of absence day upon his return to work. The burden of proof, that the state of emergency existed, is upon the employee. Should the employee not be able to provide evidence of the emergency within two days of their return to work, the employee will be considered absent for that day. If the employee has no leave of absence occurrences available, it will be treated as an absence.

Section F:

Leaves of absence may not be requested or used to extend holidays or vacation periods.

ARTICLE VII WAGES

Section A:

Attached hereto and made a part of this Agreement is a schedule of job classifications within the plant and the minimum hourly rates of pay for qualified individuals within said classifications.

Section B:

All time lost through breakdowns, die setting, repair or other delays during working hours shall be paid for at no less than the day rate of the employees affected.

Section C:

When an employee, except apprentice and new hires after June 1, 1986 has fulfilled his probationary requirements as outlined in Article 1 Section B and is required to fill an advanced position, paying a higher rate, he shall be paid at the higher rate and likewise, when he fills a lower position, he shall be paid at the rate of the job.

Section D:

In consideration of increased rates of pay and other additional benefits and improvements in working conditions, the Union pledges their whole-hearted cooperation to increase productivity whenever it is possible, in order to obtain maximum production. The Company pledges their whole-hearted cooperation to improve methods and to maintain the equipment at the highest possible level of efficiency.

Section E:

When a job is ordered to be set up in a machine, ready for production, the piece work price will be established within 24 hours and will be effective as of the start of production. Timing of jobs will be consistent with the general practice at Mid-West Forge Corporation, and will take in all factors relative to the job within the limitations of an actual forty-five (45) minute work hour. However, all experimental jobs, restrikes when returned from the Inspection Department, and sample work will pay the experimental rate.

Section F:

In no event shall a permanent standard be revised solely because of the operator's or crew's increase in speed or so as to deprive him of any advantages arising there from.

Section G:

No operation will be timed for the establishment or checking of a rate until the foreman has notified the operator that he is to be studied and the reason for the study. A copy of the reason is to be submitted in writing to the Union Committee.

Section H:

Any adjustment in piece work rates as a result of a grievance arising therefrom, shall be retroactive to the beginning of the job.

Section I:

All changes in piece work or hourly rates are to be given out through the Union Committee.

Section J:

Employees reporting early or staying after their regularly scheduled shift, at the request of the Company, shall be paid the shift differential rate in effect for the overtime duty shift, at one and one half times the standard shift differential rate, provided that they work two (2) or more hours of overtime. If an employee works less than two (2) hours of overtime, they will only be paid the standard shift differential in effect for their scheduled shift, if any is applicable, for the overtime that they work.

Section K:

For all employees working on the second shift, there shall be a premium paid of fifty (50) cents per hour and for all employees working on the third shift, a premium of forty (40) cents per hour.

Section L:

Wages and working schedules for manual upsetter crews are covered by a separate agreement between the Company and the Union.

Section M:

Anyone training an employee on a job shall receive an additional forty (40) cents per hour for the days of training. This will also apply to all labor jobs training other labor jobs. This will also apply to maintenance employees training new maintenance employees. This maintenance training payment shall be limited to the actual hours of instruction and not automatically assumed to be a full day of training. The maintenance training will be for a reasonable amount of time, until the new employee has been familiarized with Mid-West Forge procedures.

ARTICLE VIII SAFETY AND HEALTH

Section A:

The Company shall keep equipment in a safe and efficient condition for operation at all times and shall provide proper and sufficient tools as required on each unit. Where practical, tools will be provided for the use of specific individuals along with the means to secure those tools for their personal use. Employees will sign for and take responsibility for making every effort to protect assigned Company tools. Should any of these tools become broken during normal use in operations, the Company will be responsible for their replacement but should the tools become misplaced or lost, the Employee will be responsible for their replacement.

Section B:

The Company shall keep the wash and locker rooms in a condition that conforms to State Sanitary requirements.

Section C:

The Company agrees to maintain a joint labor-management health and safety committee. The committee shall be composed of three (3) representatives of management, including a safety official and three (3) representatives of the Union. The Union representatives shall be selected by the local Lodge.

- (1) Meet at least once every month on definitely established dates.
- (2) Make periodic inspection of the plant at least once every month
- (3) Make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices;
- (4) Promote health and safety education;

(5) The health and safety committee shall be considered a part of, and subordinate to the regular grievance procedure. All disputes and disagreements arising under the health and safety clauses of this contract, if not disposed of by the health and safety committee, shall be subject to the grievance procedure.

(6) The Union agrees to participate on the committee and will endeavor to have its members observe all safety rules and use all equipment and safeguards provided.

(7) The Union representatives of the committee, after checking with Management representatives, shall be allowed to leave their work during working hours for the purpose of performing their duties as outlined in this Article without loss of time or pay.

Section D:

The Company will provide necessary first aid supplies. The supervisors will be responsible for providing fast, adequate transportation to a clinic or hospital when necessary. The Company guard service will be informed of the destination of the injured man so that relatives will know where he can be contacted. The Company will pay for the employee's transportation to and from the clinic or hospital for the emergency visit. On the day of the injury, the employee will receive a full day's pay. However, he must return to work as soon as possible unless the doctor tells him not to return to work. No employee shall be paid for time not worked on more than one day under the provision of this paragraph. These provisions shall only apply to employees injured during the course and scope of their employment by Mid-West Forge Corporation.

ARTICLE IX VACATIONS

Section A:

For purposes of this Article, the Vacation year is from January 1 through December 31, which follows the Qualifying Year, and is the year in which calculated vacation may be taken. A Qualifying Year is from January 1 through December 31 immediately preceding each Vacation Year and is the year in which the vacation for the Vacation Year is calculated. The actual anniversary date of hire, which takes place in the Qualifying Year, shall determine the benefits to which an employee is entitled in Section B below.

Section B: Time Off

Group	Years of Total Service Completed by the anniversary date in the Qualifying Year when preceded by at least 1 year of Continuous Service	Vacation Time calculated in the Qualifying Year to be taken in the Vacation Year	Amount of Vacation Pay
I	Under 1 year	No Vacation (1)	No Pay
II	1 year but less than 4 years	1 Week	5 1/2%
III	4 years but less than 10 years	2 Weeks	7 1/2%
IV	10 years but less than 18 years	3 Weeks	9 %
V	18 years but less than 26 years	4 Weeks	11 1/4%
VI	26 years but less than 40 years	5 Weeks	12 3/4%
VII	40 years and over	6 Weeks	13 1/2%

(1) An employee who has not attained one (1) year of continuous service with the Company as of December 31 of any qualifying year shall be granted one (1) week of vacation, without pay, after his first anniversary date, during the vacation year, provided they are an active employee on their anniversary date.

Section C: Vacation Pay:

For Groups II through VII, the vacation formula shall be the percentages listed above, multiplied times the sum of the Qualifying Year's Gross Pay, AND a credit for time off on industrial injury. The credit for

industrial injury time shall be: Actual days off, times eight (8) hours per day (limited to 40 hours per week), times the employee's base rate of pay in effect at the time of the industrial injury absence. This credit shall only apply for the Qualifying Year in which the injury occurred. The credit for the industrial injury time off is only to be used for the purpose of calculating vacation pay. No actual compensation will be paid to the employee for this calculated credit to gross pay.

All earned vacation pay will be paid no later than the first pay of February. The specific date of vacation pay will be posted on the day prior to the Christmas Holiday break of each year.

It will be required that all employees take vacation at their requested time.

Employees will not be required to take all their earned vacation time off.

If an employee, who has been employed by the Company ten (10) or more years, has their employment terminated for any reason, they will receive vacation pay which is due to them, for the Vacation Year in which termination occurs, computed as if his vacation had begun on the day following their termination. The employee shall be paid only for Vacation year time not yet taken. There shall be no pay due for years subsequent to the Vacation year. Example, An employee in Group VI retires or quits 11/30/98 and has taken 2 weeks of vacation at summer shutdown. Employee would be paid 3 weeks vacation pay at the time he leaves the Company. No additional monies are due for 1999.

All time lost due to an industrial injury shall be counted as time worked for the purpose of computing an employee's Qualification for a vacation. This shall only apply for the Qualifying Year in which the injury occurred.

All employees hired after 6/1/08 will earn vacation time according to the existing schedule in Article IX Section B. The employee will be paid for vacation time earned in the Qualifying Year according to the schedule, by multiplying the weeks earned times 40 hours times the employee's base rate of pay.

Section D: Minimum Pay

For pay purposes only, employees in Group II who have worked in excess of one thousand (1000) hours during the qualifying year shall be guaranteed a minimum vacation pay consisting of forty (40) hours at their regular day rate; employees in Group III who have worked in excess of one thousand (1000) hours during the qualifying year shall be guaranteed a minimum vacation pay consisting of eighty (80) hours at their regular day rate; and employees in Group IV and above who have worked in excess of one thousand (1000) hours during the qualifying year shall be guaranteed a minimum vacation pay consisting of one hundred and twenty (120) hours at their regular day rate.

Section E:

The Company encourages employees entitled to more than two (2) weeks of vacation to take that vacation any time during the year. The employee should submit a written request, two (2) weeks prior to the start of the vacation week or weeks, and the Company will attempt to grant the vacation, dependent upon operational requirements.

The Company may determine that it will have a plant shutdown, for vacation, of up to two (2) weeks. This vacation period will be set during the months of July and August, and if possible, during the six weeks from July 1 to August 15. If there is a plant shutdown, all employees must take their time off during this vacation period.

The Company agrees to notify employees at least forty-five (45) calendar days in advance of the scheduled plant shutdown for vacation. Employees entitled to more than two (2) weeks vacation must notify the Company within two (2) weeks after the Company posts the vacation notice as to the additional week or weeks of vacation which they desire. The notice will include a reminder that such requests must be made within two weeks. The schedule for the additional weeks requested will then be arranged by agreement between the Company and the Union, taking into consideration operational requirements of the Company and seniority standing of the employees. If it becomes necessary for the Company to request that some men work during vacation, the methods by which these men will be selected shall be discussed with the Union Committee and shall be agreeable to both the Company and the Union. See new Letter of Understanding added in 2004 dealing with voluntary

work during Summer Shutdown and methods for selecting employees required to work.

If the Company plans to shutdown for the time period between Christmas and New Years, the Company shall post a notice to that effect three (3) weeks prior to Christmas Eve. If unexpected customer changes or equipment breakdowns take place, after the notice is posted, requiring the Company to work between Christmas and New Years, to meet production needs, the Company may do so, scheduling either a partial or full manning of the plant. No costs or liabilities shall accrue to the Company if such a change is necessary.

Section F:

All employees requesting time off under the provisions of the Family Medical Leave Act, must first use up all vacation time to which they are entitled, except for five (5) days, before they receive other time off.

Section G:

Employees in Group IV and above, may use up to one (1) week of their vacation, in periods shorter than one week intervals. Employees may request a specific day or days to be off by submitting a written request two (2) weeks prior to the start of the requested time off, in order to receive their vacation pay prior to the start of this vacation. Employees may request a specific vacation day, but only one day, with normal one hour calloff notice, by informing the personnel department and submitting a written use of vacation day form to personnel on the day that they return to work. This vacation will be paid on the next pay date for which it can be processed. No more than one day per pay period may be used by this method and this day can not be used to extend other vacation or used before or after a holiday. Remaining vacation days, which might constitute less than a full week of vacation, must be scheduled with the consent of the employee's foreman.

The vacation will be granted by seniority and the Company will attempt to honor as many requests as possible. The Company will not guarantee that all submissions of requests for specific days off will be granted, but it will base its approval or disapproval on such factors as work load, manning levels, training requirements, leaves of absence in

effect, sickness and accident absences in effect, industrial injury absences in effect, other vacations in effect and proper distribution of necessary workskills and other factors which contribute to the Company meeting its production requirements. Requests under this section shall be honored prior to requests under the personal day and leave of absence Articles, in that order.

Section H:

While the Company is not required to close down for a Summer shutdown, should such a shutdown be scheduled as covered by the provisions of Article IX, Section E, the following procedure will be attempted for the duration of this contract.

At the time of the posting of the vacation notice, a request for volunteers to work during the shutdown period will also be posted. Responses will be required within the same two (2) week return period as the requests for vacation. If an adequate number of volunteers are obtained to fill all the positions necessary to run the operations at the level the Company anticipates, then those employees will be scheduled to work during the shutdown and will take their entitled vacation at another time, as outlined in the contract. If an adequate number of volunteers are not obtained for all positions, the Company will schedule the employees necessary to meet the skills required, in reverse seniority order, with the youngest employees being assigned to the schedule, to fill the skills required.

Should circumstances change due to customer demand, after the notices are posted but before the shutdown, and the Company determines it is necessary to run additional equipment during the planned shutdown, a second request for volunteers will be made. If sufficient volunteers are not obtained, the Company will schedule the necessary employees to meet the skills required, in reverse seniority order, with the youngest employees being assigned to the schedule, to fill the skills required.

In addition, while the Company is not required to close down for a Christmas shutdown, should such a shutdown be scheduled as covered by the provisions of Article IX, Section E, the following procedure will be attempted for the duration of this contract.

At the time of the posting of the Christmas notice, a request for volunteers to work during the shutdown period will also be posted. Responses will be required within a one (1) week period. If an adequate number of volunteers are obtained to fill all the positions necessary to run the operations at the level the Company anticipates, then those employees will be scheduled to work during the shutdown. If an adequate number of volunteers are not obtained for all positions, the Company will schedule the necessary employees to meet the skills required, in reverse seniority order, with the youngest employees being assigned to the schedule, to fill the skills required.

Should circumstances change due to customer demand, after the notice is posted but before the shutdown, and the Company determines it is necessary to run additional equipment during the planned shutdown, a second request for volunteers will be made. If sufficient volunteers are not obtained, the Company will schedule the necessary employees to meet the skills required, in reverse seniority order, with the youngest employees being assigned to the schedule, to fill the skills required.

ARTICLE X HOSPITALIZATION AND INSURANCE BENEFITS

Section A:

By mutual agreement between the Company and the Union, a health and welfare plan covering all employees will be put into effect, whereby the Company agrees to pay each of the charges listed below toward such a plan. A brochure containing coverage of each item of insurance is in the possession of the Company for ready reference. The circumstances for continuance and duration of group health coverage will be governed by the requirements and regulations of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). As in the past, retirees and their spouses may remain in the group health plan but must reimburse the Company for the cost of the appropriate coverage, exception see Section E below. Others entitled to extended COBRA coverage will pay the actual cost of the coverage plus the 2% administrative fee permitted by COBRA, should they elect coverage.

Coverage - Employee Only	Charges Paid by Company
Aetna Life Insurance	
Effective June 1, 2008 - (\$16,000.00)	All
Effective June 1, 2011 - (\$16,500.00)	All
Aetna Death and Dismemberment	All
Aetna Sickness and Accident	
Effective June 1, 2008 (\$365/wk. for 26 wks.)	All
Effective June 1, 2009 (\$375/wk. for 26 wks.)	All
Effective June 1, 2010 (\$385/wk. for 26 wks.)	All
Effective June 1, 2011 (\$395/wk. for 26 wks.)	All
Medical Mutual of Ohio	
Super Select V Program, with, Dental Plan I rider, Vision Care Program rider, Hearing Aid Benefit rider, and Formulary Prescription Drug rider; Retail purchase 30 day supply Co pay \$10 Generic, \$15 Formulary, \$25 Non-Formulary Name Brand and Mail Order 90 day supply Co pay \$20 Generic, \$30 Formulary, \$50 Non-Formulary Name Brand.	All

Above life insurance coverage for actively working employees only. Retired employees, after June 1, 1998, will have their life insurance amount permanently frozen at \$11,000.00.

Effective June 1, 2004 the coverage level for the Medical Mutual plan is changed. The Level 1 coverage remains as under the old plan. Level 2 coverage is changed to a 70% level, but with maximum annual cost limited to \$500 per person or \$1,000 per family. Level 3 coverage is changed to a 50% level, but with maximum annual cost limited to \$1,500 per person or \$3,000 per family.

Effective June 1, 2008, employee contribution towards monthly healthcare premiums will be according to the following schedule:

	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>
Single Employees	\$40	\$60	\$80	\$80
Family	\$100	\$150	\$200	\$200

The above amounts will be equally divided using a basis of 26 pay periods per year.

Section B:

For employees who are absent because of an Industrial injury and in the employment of Mid-West Forge Corporation for five (5) years or more, the Company will pay the first seven months of Medical Mutual coverage after the injury. The Employee will still be required to make the appropriate payment to the Company for the Health Insurance co-payment outlined elsewhere in this contract.

Section C:

For employees who are absent because of illness and in the employment of Mid-West Forge Corporation for ten (10) years or more, the Company will pay the first seven months of Medical Mutual coverage after the illness. The Employee will still be required to make the appropriate payment to the Company for Health Insurance co-payment outlined elsewhere in this contract.

Section D:

If during the life of this agreement, it becomes economically advantageous to transfer the hospitalization benefits from Medical Mutual of Ohio to some other plan, this change can be made with the mutual consent of the Company and the Union.

Section E:

Effective for retirements after June 1, 2004, for employees with at least fifteen (15) years of service, the Company will pay one third (1/3) of the monthly premium for health insurance for retirees between the ages of 60 and 65.

If an employee retires prior to age 60 and they retain the health coverage by paying the premiums, at the point that they reach age 60, the Company will commence paying the 1/3 portion above, until the retiree reaches age 65.

Section F:

Employees hired after 6/1/08 will contribute 15% towards monthly healthcare premiums for single coverage and 18% for family coverage up to a maximum of \$100 per month for single and \$250 per month for family.

ARTICLE XI HOLIDAYS

Section A:

The employees shall be paid eleven (11) holidays per year. The following holidays shall be celebrated, during this contract, on the dates shown:

Fourth of July	Friday July 4, 2008
Labor Day	Monday September 1, 2008
Thanksgiving	Thursday November 27, 2008
Day After Thanksgiving	Friday November 28, 2008
Christmas Eve	Wednesday December 24, 2008
Christmas	Thursday December 25, 2008
New Years Eve	Wednesday December 31, 2008
New Years Day	Thursday January 1, 2009
Martin Luther King Day	Monday January 19, 2009
Good Friday	Friday April 10, 2009
Memorial Day	Monday May 25, 2009
Fourth of July	Friday July 3, 2009
Labor Day	Monday September 7, 2009
Thanksgiving	Thursday November 26, 2009
Day After Thanksgiving	Friday November 27, 2009
Christmas Eve	Thursday December 24, 2009
Christmas	Friday December 25, 2009
New Years Eve	Thursday December 31, 2009
New Years Day	Friday January 1, 2010
Martin Luther King Day	Monday January 18, 2010

Good Friday	Friday April 2, 2010
Memorial Day	Monday May 31, 2010
Fourth of July	Monday July 5, 2010
Labor Day	Monday September 6, 2010
Thanksgiving	Thursday November 25, 2010
Friday After Thanksgiving	Friday November 26, 2010
Christmas Eve	Friday December 24, 2010
Christmas Day	Monday December 27, 2010
New Years Eve	Friday December 31, 2010
New Years Day	Monday January 3, 2011
Martin Luther King Day	Monday January 17, 2011
Good Friday	Friday April 22, 2011
Memorial Day	Monday May 30, 2011
Fourth of July	Monday July 4, 2011
Labor Day	Monday September 5, 2011
Thanksgiving	Thursday November 24, 2011
Friday After Thanksgiving	Friday November 25, 2011
Christmas Eve	Monday December 26, 2011
Christmas	Tuesday December 27, 2011
New Years Eve	Friday December 30, 2011
New Years Day	Monday January 2, 2012
Martin Luther King Day	Monday January 16, 2012
Good Friday	Friday April 6, 2012
Memorial Day	Monday May 28, 2012

The above July 4th days shall be used if a plant shutdown is scheduled and if not the day that is observed nationally shall be celebrated.

Section B:

Each employee who meets the conditions hereinafter specified shall be entitled to receive eight (8) hours pay at their regular straight time hourly rate.

Holidays shall only be paid to employees who have met the requirements in Article I for acceptance into the Union, and who work

the scheduled work day before the holiday and who work the scheduled work day after the holiday, except for the following excused absences:

Injured while working in the course and scope of their employment with the Company

Required to appear in court (provided the employee furnishes the Company with satisfactory proof)

Illness (provided the employee furnishes the Company with satisfactory proof)

Death in the immediate family (immediate family being wife, children, brother, sister, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, grandmother and grandfather)

Required to serve as a juror (provided the employee furnishes the Company with satisfactory proof)

On Vacation

Conducting Union business

Employees who meet the requirements of the paragraph above for the Christmas Eve and Christmas Day Holidays as well as the New Years Eve and New Years Day Holidays, shall be paid the normal holiday pay for those holidays and in addition, shall be paid twenty-four (24) hours times their regular straight time hourly rate.

In recognition of the strain that a late show up could cause at Christmas, due to the amount of holiday pay at risk, should an employee report in, no later than two (2) hours after the start of the shift, this late arrival shall not jeopardize the above Christmas holiday pay. The employee must work the remainder of the shift to be eligible for the holiday pay. Employees covered under this paragraph will still be subject to all provisions of the Attendance Policy. An extension of the above grace period shall be in effect for all other holidays, except the period for late arrival shall be limited to no later than fifteen (15) minutes after the start of the shift.

Section C:

Employees who have been off less than one hundred and twenty (120) consecutive days and have not worked the scheduled work day before the holiday and the scheduled work day after the holiday because of excused absences or because of being laid off, shall be paid only the holidays, if any, which occurred during the thirty (30) calendar days after the absence began or the holidays, if any, which occurred thirty (30) calendar days before the date that they return to work. All employees who are off work more than one hundred and twenty (120) consecutive calendar days will not receive any holiday pay for any of the holidays that occur during the time that they are off work.

Section D:

Employees who work on the holidays listed above shall receive their holiday pay, plus double time at their regular straight time hourly rate. Holidays will not be paid to employees who are scheduled to work on any such holiday, if they fail to report to work, unless excused by one of the seven acceptable excuses listed in Section B above. Employees scheduled to work on holidays will be so notified, in writing, and they will be required to sign and return such notification to the Company.

Section E:

All employees can be granted one (1) personal day off each calendar year, without pay. The day will be granted by seniority and the Company will attempt to honor as many requests for a specific day as possible, but it will base its approval or disapproval on such factors as work load, manning levels, training requirements, leaves of absence in effect, sickness and accident absences in effect, industrial injury absences in effect, vacations in effect and proper distribution of necessary work skills and other factors which contribute to the Company meeting its production requirements. The Company will not guarantee that all submissions of requests for a specific day off will be granted.

This day may be used prior or subsequent to a listed Holiday or a scheduled vacation period, if approved under the provisions of the prior

paragraph. The day off will be counted as hours worked should overtime work be scheduled for that week.

Subject to the above, the employees may call in no later than one (1) hour prior to the start of their shift to request a personal day off, except in order to extend a Holiday or a vacation the employee must provide a two (2) weeks notice.

If this personal day is granted, to extend a holiday, the provisions of Section B above shall still apply, with this additional personal holiday treated as any other holiday.

Section F:

Due to the calculation effect on Manual crew holiday pay, the Company will use the current base rate and add \$1.10 per hour to calculate holiday pay. This will only be done when calculating holiday pay.

ARTICLE XII CHRISTMAS BONUS

A Christmas Bonus will be paid, on or about December 10th of each year, based upon the following years of service:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Under 1 year	\$130.00	\$140.00	\$150.00	\$160.00
1 year to 5 years	\$160.00	\$170.00	\$180.00	\$190.00
5 years to 15 years	\$200.00	\$210.00	\$220.00	\$230.00
Over 15 years	\$275.00	\$285.00	\$295.00	\$305.00

Employees who retire during a year shall receive the Christmas bonus for that year. The Christmas Bonus will be paid to any employee who has worked any time during the year unless that employee quits or is discharged prior to year end in which case they will forfeit their bonus.

ARTICLE XIII PENSIONS

Section A:

The Company has agreed to provide pensions for employees in accordance with a separate pension agreement.

Section B:

The rates and terms used to calculate pensions will be increased as follows:

6/1/08	Actively working employees	\$1.00
6/1/09	Actively working employees	\$.75
6/1/10	Actively working employees	\$.75
6/1/11	Actively working employees	\$.75
6/1/08	Current normal retirees drawing benefits	\$1.00

Disability benefits for future retirements:

\$420 per month with 10 years of service
\$495 per month with 15 years of service
\$595 per month with 20 years of service

Maximum years of service to now be 45

Plan will now pay for Automatic Pre-retirement spouse insurance cost

Retirements will now be permitted after 30 years of service, prior to age 58, with the pension benefits reduced 2/10 of 1% for each month that commencement begins prior to age 58.

In the past the Plan provided for a spouse benefit of 50% after a retiree's death. The initial benefit was reduced by an actuarial percentage based upon the age difference of the husband and wife, for life, with the spouse receiving 50% of this reduced value for their life, upon the death of the retiree. Effective June 1, 2004, the actuarial

percentage reductions will be absorbed by the Plan. Retiree's will receive full benefit as calculated above, with spouse receiving 50% of that amount at the death of retiree.

This contract brings the monthly pension benefit, per month, for each year of service to \$45.50 at 6/1/08, \$46.25 at 6/1/09, \$47.00 at 6/1/10 and \$47.75 at 6/1/11. See your copy of the Summary Plan Description for details of your pension benefits.

Section C:

Employees hired after 6/1/08 will not be eligible to participate in the Company's defined benefit pension plan.

ARTICLE XIV BEREAVEMENT PAY

In the case of death in the employee's immediate family (meaning spouse, children, mother, father, brother, sister, mother-in-law or father-in-law) the employee shall receive three (3) days off. The employee shall receive pay at the regular hourly rate, provided that the absences occur on the employee's regularly scheduled work days. In recognition of travel times, should the above death take place greater than 500 miles from the plant, the employee shall be granted two (2) additional travel days, without pay. Utilization of the above provisions shall not incur any points under the Attendance Policy.

In the case of death of the employee's grandmother or grandfather, the employee shall receive three (3) days off, one (1) day with pay and two (2) days without pay. The employee shall receive pay at the regular hourly rate, provided the absence occurs on the employee's regularly scheduled work day.

In the case of death of the employee's brother-in-law, sister-in-law, step parents, step brother or step sister, the employee shall receive three (3) days off, with one (1) day paid.

The Company may request adequate support prior to payment under this section.

ARTICLE XV BOOT & GLOVE ALLOWANCE

In recognition of the need of the employees to purchase approved safety shoes, etc. the Company, effective in 2009, will annually pay a boot and glove allowance of \$210.00. This amount will be included in the second regular pay date after the start of each calendar year.

Effective for the payment in January 2009, all maintenance employees shall receive \$110.00 per year for the purchase of tools, this payment will be made in conjunction with the boot and glove payment above.

ARTICLE XVI WAGE DATA

The Company will furnish the Union with wage data information on March 15th of each calendar year. This is to include the average straight time hourly earnings for all incentive employees by crew and job classification. In addition, the Company shall compute the average straight time hourly earnings for the entire bargaining unit for the previous calendar year.

ARTICLE XVII SUCCESSORS CLAUSE

The Company agrees that, if at any time during the life of this Agreement, it were to sell, lease, transfer or otherwise dispose of its business, it will require the successor to its interest, to assume and agree to be bound by all the terms and provisions of this Agreement.

ARTICLE XVIII NO DISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party because of race, color, creed, religious belief, nationality, sex, age or disability.

ARTICLE XIX GENERAL PROVISIONS

Section A:

The Company and the Union agree to have this Agreement printed in book form, the expense to be divided equally between the Company and the Union. All employees shall be given a copy and all new employees shall be given a copy when they have completed their probationary period as outlined in Article I.

Section B:

For good and valuable considerations, both parties hereto agree to conform to and abide by the terms and conditions of this Agreement and that for the life of this Agreement there shall be no lockouts, strikes, stoppages or interferences with production until all grievance procedures have been exhausted.

Section C:

There shall be set aside, each year, one Saturday which shall be known as "Union Day", and on which there shall be no work performed. Each year the Union shall give the Company sixty (60) days written notice of the Saturday that it selected for that year.

Section D:

Contingent upon full implementation of the real time computerized data collection system, the employees will be paid on a weekly basis. Any automated data collection device, by its nature, will account for employees time spent during the day. It is not the Company's intention, in any way, to take punitive action against an employee solely as a

result of collecting data. Each employee, however, must realize that this computer system will now become the sole payroll data collection method and as such employees will still be subject to Company rules as they apply to false submission of data.

Section E:

The Company will make payroll deductions for the rental of uniforms through the union-sponsored uniform rental company only. The Company's sole responsibility is to withhold the funds and submit these to the Union representative.

Section F:

Paycheck Errors: When an error arises in an employee's paycheck, due to a Company error, said employee shall be reimbursed the wages not properly paid, within twenty-four (24) hours of that payroll. However, when an error arises due to an employee's mistake, or the failure of the employee to turn in a time ticket or make an electronic entry at the end of his shift, wages for said error shall not be paid until the following payroll.

Due to government tax filing requirements, no payoff checks will be issued after the last payroll of any year. Corrections or errors at this time will only be made on the next regular payroll. Payoff checks at the end of any quarter, March, June and September, will not be made until three (3) working days after the payroll in which the error occurred.

Section G:

If any clause or provision of this Agreement shall become invalid during any existing or future Federal or State legislation, the remainder of the provisions of the contract shall not be affected hereby.

ARTICLE XX WAGE INCREASES

Section A:

The Company agrees that as of June 1, 2008, it will grant to its employees, an additional increase of fifty (50) cents per hour on all day work and piece work rates. This increase is to be effective the first day of the first pay beginning on or subsequent to June 1, 2008.

Section B:

The Company agrees that as of June 1, 2009, it will grant to its employees an additional increase of fifty (50) cents per hour on all day work and piece work rates. This increase is to be effective the first day of the first pay beginning on or subsequent to June 1, 2009.

Section C:

The Company agrees that as of June 1, 2010, it will grant to its employees an additional increase of fifty (50) cents per hour on all day work and piece work rates. This increase is to be effective the first day of the first pay beginning on or subsequent to June 1, 2010.

Section D:

The Company agrees that as of June 1, 2011, it will grant to its employees an additional increase of fifty (50) cents per hour on all day work and piece work rates. This increase is to be effective the first day of the first pay beginning on or subsequent to June 1, 2011.

Section E:

Effective June 1, 1995 the Company will increase the incentive rate on the manual machines for production over 65% from 150% to 175%.

WAGE SCHEDULE

Section A:

Schedule for Job Classifications within the plant and the hourly rates of pay for qualified individuals within said classifications:

Hourly Rates Effective First Pay on or subsequent to:

	6/1/2008	6/1/2009	6/1/2010	6/1/2011
Manual Upset Operators **	19.98	20.48	20.98	21.48
Manual Upset Operator (3 man)	19.89	20.39	20.89	21.39
Manual Upset Heaters	19.795	20.295	20.795	21.295
 Tong Feed Upset Operators	 21.90	 22.40	 22.90	 23.40
Tong Feed Upset Assistant Operator	21.57	22.07	22.57	23.07
Tong Feed Loaders - Spellmen	20.96	21.46	21.96	22.46
 Extrusion Operator (Craft)	 21.72	 22.22	 22.72	 23.22
Extrusion Assistant Operator	21.55	22.05	22.55	23.05
Extrusion Setup Man	21.55	22.05	22.55	23.05
 Millwright Senior	 22.82	 23.32	 23.82	 24.32
Millwright Journeyman (2 yrs. < 10 yrs.)	22.20	22.70	23.20	23.70
Millwright Apprentice (< 2 yrs.)	21.52	22.02	22.52	23.02
Millwright Oiler	21.32	21.82	22.32	22.82
 Salvage	 21.57	 22.07	 22.57	 23.07
Craneman Forge	21.05	21.55	22.05	22.55
Craneman Inspection	21.32	21.82	22.32	22.82
Shear Operator	21.05	21.55	22.05	22.55
Towmotor	21.32	21.82	22.32	22.82
Inspection Utility Man	21.32	21.82	22.32	22.82
Forge Utility Man	20.96	21.46	21.96	22.46
Learner (Craft or Classification)	20.96	21.46	21.96	22.46

** #78 Brooks will receive Forge Utility Man rate for his downtime.

Tong Feed Upset Operators and Assistant Operators who work on #51 machine without an automatic loader shall have \$.35 deducted from the above rate.

Manual Upset Operators who rack their own splines shall have \$.35 added to the above rate when performing this work.

Inspection Utility Men shall be paid \$.25 for each 100 pieces actually manually inspected for original production parts running on an upsetter. For pieces with any inspection performed by the automatic CAG Gages, no additional pay shall be due. This extra amount will not apply to customer returns or other re-inspections.

Because of the difficulty in accumulating this data for payroll, the inspector and foreman will maintain a count of pieces subject to the premium above. At the end of each pay period they shall agree to the total amount of pieces manually inspected and will submit a signed form to payroll, who shall pay the amount due as miscellaneous income.

Section B:

Employees hired after 6/1/08, except (*) below, will be hired at \$14.00 per hour and should reach the regular rate for the classification into which they are placed, less \$5.29 per hour after the completion of 696 work hours on the job.

Additional increases will be paid according to the increases and effective dates defined in the Wage Schedule for employees hired prior to 6/1/08.

(*) New maintenance employees hired into the Millwright Apprentice Classification shall be hired at the full rate of the classification, but will still be subject to the other provisions of this Agreement covering the probationary period.

Section C:

The percentages for piece work on new jobs will be computed at 84% for Upsetter Heaters.

Section D:

Experimental job rates shall be one and one quarter (1 1/4) of the regular hourly rate of the employees.

Section E:

It is hereby agreed and understood that when new employees (those employees with less than 696 working hours of service) are scheduled to operate and/or heat on the manual upsetters, they will be paid the piece rate and/or day rate, whichever is applicable. This only applies when the employee is scheduled by himself to operate and/or heat.

Section F:

The Company shall have paychecks available for distribution, to First Shift employees by 2:30 p.m. on Thursday of each pay week. This procedure will not be possible for any week shortened to less than five working days, Monday through Friday, by such events like Holidays etc., during the pay week, and in these cases paychecks will not be available until 2:30 p.m. of the Friday of pay week.

In all cases, this early distribution of paychecks, is merely a convenience to employees to arrange for Friday banking, since controlled disbursement of funds to cover the checks is not made until approximately 11:00 a.m. on Friday's and therefore employees should not attempt to cash checks prior to that time.

Section H:

Due to the additional wage increase that the extrusion loaders received, they must continue to aid in setups which include but is not limited to, breaking down or assembling extrusion tooling and straightener jaws, cleaning tooling, storing tooling and after appropriate training, to assist in cutter repairs when their unit is down.

In addition, a Loader shall aid in setups, in any aspect where he has been trained and qualified. This includes gage setup, straightener setup, cutter change, etc. The Loader shall be paid the Assistant Operator rate for the remainder of the shift in which he performs this work.

Section I:

On #35 and #46 upsetters, when these machines are running full float axle shafts, the Company will pay employees working on the loader end of the automatic loaders, loader rate of pay, until such time as the misfeed problems with the automatic loaders is solved.

Section J:

The East and West Extrusion areas are to be scheduled as if they are one department, placing the most senior men according to shift preference, and scheduling the units according to the best job language of this contract. Operators shall be scheduled according to their qualification date, and assistant operators shall be scheduled according to their forge seniority. There is no distinction between the east and west buildings.

Assistant Operators and Spell Men shall spell units in both buildings. Operators and Loaders are to work 8 1/6 hrs. for overlap between shifts. Manning will depend on number of units running and number of units running with loaders.

On units where load robots are implemented in the extrusion department, loaders are not being assigned to units. A new position on the schedule, "Extrusion Setup Man", was created to aid in the efficient setups on all of the units. The Setup Man shall receive the Assistant Operator's rate. The Setup Man will be the next senior man after the Assistant Operator, and must be either a qualified Extrusion Operator or Assistant Operator. The need for scheduling a Setup Man to a shift shall be at the discretion of the Company. If absenteeism or a change in production requirements opens a position for an Operator or Assistant Operator on a given shift, the Setup Man will fill the spot unless the Assistant Operator has more seniority in the Extrusion Operator's Craft, in which case both men will move.

Normal duties of the Setup Man will include all functions of a setup including tooling assembly/disassembly, cleaning tooling, organizing tooling, equipment setup, and equipment tryout to the first piece approval stage including tryout of robot loader, press, straightener, mill, chamfer, gage and robot stacker. This work will be accomplished with or without the aid of an Operator or Assistant Operator.

When less than three units are scheduled, the Assistant Operator, in his spare time, shall work on setups, including everything above, at the discretion of the Foreman.

Section K:

Until all problems are worked out on stacking robots, extrusion operators will be required to stack excess parts ejected from the reject gates and to sort bent parts from good parts, during short stoppages.

Manual Rates

Manual rates were increased in 1998 contract as follows:

2 Man Crews (1st ends)

990 rate increased to 1085

1095 rate increased to 1200

1205 rate increased to 1325

Long splines, 8" or longer remain at 1095

3 Man Crews (1st ends)

1196 rate increased to 1360

1323 rate increased to 1500

1456 rate increased to 1660

Long splines, 8" or longer remain at 1320

2 Man Crews (2ed ends)

670 rate increased to 770

745 rate increased to 850

800 rate increased to 850

880 rate increased to 940

1040 rate increased to 1115

1095 rate increased to 1195

3 man Crews (2ed ends)

809 rate increased to 920

900 rate increased to 1025

966 rate increased to 1100

1063 rate increased to 1210

1256 rate increased to 1430

1323 rate increased to 1500

The percentages used to calculate the incentive system were changed in 1998 to reflect the higher production rates. The crews will make the same wages for the same number of pieces under the new system as under the old system. Because of the higher fixed production rate, employees are now in a position to significantly increase their days wage by meeting the higher production rates. Because we are not currently running 3 man crews, the Company and the Union will meet after 6 months of running these rates, should we return to 3 man crews, to determine the production practicality of these increased rates.

An example of a 2 man crew, running second ends production rate of 850 calculated using June, 2001 wage rates:

	Operator	Heater
PCS.		
100	\$141.29	\$138.66
200	145.90	142.17
300	150.51	145.68
400	155.12	149.19
500	162.48	155.29
600	184.28	175.01
745	215.88	203.62
850	257.71	243.11

Letter of Understanding dated June 1, 1998, between Mid-West Forge Corporation and Local 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, for inclusion at the back of the contract effective June 1, 1998.

As discussed at negotiations, the Company has tested and will test additional cut length stock, that our steel processors are now in a position to offer to us. The cost of this material now appears to be below our current, internal cost to shear material.

Because these processors are using the same style equipment as the Company, it is believed that a study of our processes to eliminate unproductive time and to refine our methods, could improve shear productivity. The Company desires to retain shearing in-house, provided that significant cost savings can be realized that will lower our internal cost.

Immediately after the start of the new contract, a joint union/management team will be formed. This team will include all shear operators and other associated union members as required. Members of the committee are invited to attend and appropriate management personnel will be involved.

The team will jointly set the necessary goals and time frame to be reached, that will permit our costs to be reduced in the shear operation. The team's mission will be to study all aspects of the shear process, including equipment, set up, loading, handling, actual shearing and transferring of the product. Related functions, such as crane use, rack movement, tagging, quality inspection, stacking and other tasks will be studied to locate areas where improvements can be made that will permit more up time on the actual shearing equipment. Any required changes necessary to accomplish these goals will be agreed to between the parties prior to their implementation.

Continued for contract commencing June 1, 2001, June 1, 2004 and June 1, 2008.

Letter of Understanding dated June 1, 1998, between Mid-West Forge Corporation and Local 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, for inclusion at the back of the contract effective June 1, 1998.

As part of the Company's efforts to maintain a TS 16949 quality rating, a mandatory requirement permitting the Company to continue to serve its customers, a written quality policy, written Quality standards, written work instructions, formal training and other requirements must be established. All employees shall follow the duties in the job descriptions relevant to their jobs.

During negotiations, the union expressed concern about training as it applied to several of their proposals and since TS 16949 and newer OSHA standards stress continued training, the Company will hold one (1) plant wide training day each year. This date will be scheduled based upon production needs and may vary from year to year. One (1) alternate day will also be scheduled should someone be unable to make the first training day, but attendance is mandatory on one of the days, with no exceptions. The day will be paid at normal rates, based upon the contract. All employees are wholeheartedly encouraged to attend this day since it is for the benefit and safety of everyone connected with the Company.

Continued for contract commencing June 1, 2001 and June 1, 2004.

Letter of Understanding dated June 1, 1998, between Mid-West Forge Corporation and Local 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, for inclusion at the back of the contract effective June 1, 1998.

Recognizing the need for additional training in the maintenance department for machine rebuild millwrights and the difficulty to obtain this training because of our limited size maintenance department, the Company and the Union agree to work together to solve this problem.

Should there be a breakdown of a production unit, requiring disassembly, repair and reassembly, on short notice, two (2) of the following union members shall work 12 hour shifts. This duty shall be rotated among the six listed men as best as can be arranged between the Company and the Union, however the Company will not be required to strictly equalize overtime.

The six employees subject to this 12 hour requirement will be 244 Petkosek, 335 Cox, 470 Duda, 98 Perkins, 127 Dale, 253 Dale, 350 Horvath, and 266 Nusker.

Letter of Understanding dated June 1, 2004, between Mid-west Forge Corporation and Local 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, for inclusion at the back of the contract effective June, 1, 2004.

Both the Company and the Union recognize that automation changes will take place during the life of this agreement. These changes are necessary to boost productivity so that the Company can remain competitive in the global marketplace. Eventually some jobs, such as extrusion loader and inspection stacker may be reduced or eliminated and both sides may desire to deal with labor jobs in a manner different than the current practices; other jobs may have their duties consolidated; and still other jobs may change wherein employees could operate multiple pieces of equipment. Because these changes will be phased in by stages, both the Company and the Union agree that they can not foresee all the issues that may develop. Both parties therefore, agree that there shall be on going negotiations between the Company and the Union Committee, to reach agreement on issues such as seniority rankings, scheduling, reassignment, rates of pay and other issues that will come up as a result of these changes.

Letter of Understanding dated June 1, 2004, between Mid-West Forge Corporation and Local 1073 of the International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, for inclusion at the back of the contract effective June 1, 2004.

Recognizing that the Company is in the midst of major changes from automation, especially in the Inspection and Extrusion departments, it may be desirable during the life of this agreement to review and change the language in the contract to permit employees to hold multiple crafts. The intention of these changes are to provide the Company the maximum flexibility and productivity possible so that it can remain competitive in the global economy, while at the same time providing the Union employees with employment options, at a time when departments and positions within the Company are being eliminated. Therefore, both parties agree that there shall be on going negotiations between the Company and the Union Committee, to find a common ground that provides the best opportunities for the employees while permitting the Company to remain competitive.

Insert Letter of Understanding dated January 11, 2010 (LOA Page60.pdf)

Insert Letter of Understanding dated January 11, 2010 (LOA Page61.pdf)

**ARTICLE XXI
EFFECT AND MODIFICATION**

Section A:

By mutual consent, this Agreement shall be in effect from June 1, 2008 to June 1, 2012.

Section B:

The Company and the Union agree that this contract shall not be reopened prior to June 1, 2012, unless events occur which constitute a major emergency. These events may be war, economic depression, or something of a similar nature.

Section C:

Sixty (60) days prior to June 1, 2012, both parties shall hold a conference to negotiate a new contract.

IN WITNESS WHEREOF, THE parties hereto have executed the foregoing Agreement on the 1st day of June, 2008.

SIGNING FOR: MID-WEST FORGE CORPORATION – CLEVELAND, OHIO

BY: Robert T. Gale

James A Rackey

David J. Elersich

Robert O'Malley

Gerard A. Nejman

**SIGNING FOR: LODGE NO. 1073, INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND
HELPERS, AFL-CIO**

BY: Darryl Ervin

Christopher Speight

Richard Wintrich Jr.

R Dave Booth

IN WITNESS WHEREOF, THE parties hereto have executed the foregoing Agreement on the 1st day of June, 2008.

SIGNING FOR: MID-WEST FORGE CORPORATION – CLEVELAND, OHIO

BY: Robert T. Gale

Robert T. Gale

James A Rackey

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David J. Elersich

David J. Elersich

Robert O'Malley

Robert O'Malley

Gerard A. Nejman

Gerard A. Nejman

SIGNING FOR: LODGE NO. 1073, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO

BY: Darryl Ervin

Darryl Ervin

Christopher Speight

Christopher Speight

Richard Wintrich Jr.

Richard Wintrich Jr.

R Dave Booth

R Dave Booth

IN WITNESS WHEREOF, THE parties hereto have executed the foregoing Agreement on the 1st day of June, 2008.

SIGNING FOR: MID-WEST FORGE CORPORATION – CLEVELAND, OHIO

BY: Robert T. Gale _____
James A Rackey _____
David J. Elersich _____
Robert O'Malley _____
Gerard A. Nejman _____

SIGNING FOR: LODGE NO. 1073, INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND
HELPERS, AFL-CIO

BY: Darryl Ervin _____
Christopher Speight _____
Richard Wintrich Jr. _____
R Dave Booth _____

APPENDIX C
GENERAL PLANT RULES AND REGULATIONS
MID-WEST FORGE CORPORATION

(1) ATTENDANCE POLICY

OCCURRENCES

For a rolling period of one year (1), starting with a first violation and so on, the employee will be subject to review.

An accumulation of 4 Points will put the employee on the following progressive discipline track:

4 Points = Notification, in writing, to the employee

6 Points = Written Warning to the employee and notification of status to the Union.

9 Points = FINAL Written Warning and 2 days suspension, without pay.

10 Points = Termination

An employee may continue to bid on jobs that are posted, provided they have 8 or less accumulated Points and they are not on a one year probation as provided for below.

The rolling period of one year(1) for employees with 6 or more points will exclude lay-off and industrial injuries lasting 10 working days or greater.

For a rolling period of one (1) year from the date an employee reaches the 9 Point penalty level, should they improve their record as outlined below, and then again reach the 9 Point level, their services with the Company shall be terminated.

PROPER NOTICE

An employee will be considered to have given "proper notice" by phoning the Mid-West Forge designated call-in line, no later than one hour before the starting time of the employee's scheduled shift. Employees are encouraged to call in as early as possible before their shift, to minimize the burden on fellow employees because of their absence. The call in line phone number is 481-3030. No other line is to be used for absence reporting.

Each specific case of absence without "proper notice" will be counted as two (2) Points. Leaving for whatever reason before completing two (2) hours of work is not considered "proper notice."

When "proper notice" is given, each day, either full or partial, of absence will be counted as one (1) Point. When "proper notice" is given, multiple days of continuous absences will be counted as only one (1) Point, if the absence is covered by a physicians excuse which specifies the actual number of days of absence. This excuse must be turned in the day you return to work.

When "proper notice" is given, each specific case of personal time off, either a full or partial day, for any reason, even if excused, will be counted as one (1) Point (see below for partial work days that count for 1/2 Point), with the following exceptions, which will count for (0) Points:

1. Required to serve as a juror
2. On Vacation
3. On Holiday
4. In Military Service
5. Funeral of immediate family
6. Required to appear in court when served by a subpoena.
(Time off for Traffic Court is not excused and will be counted as One (1) Point)
7. To perform Union Business
8. Injured while working for the Company
9. Automobile accident on the way to work (police report required within 2 days if possible, covering proper time frame. In no case will an excuse be accepted unless police report received within 10 days).

10. On Leave of Absence

Note: Appropriate proof or "proper notice" (3 days in most cases) must be supplied for the above excuses to count for (0) Points.

Each specific case of tardiness at the start of a shift, or returning late from lunch or breaks, will be counted as one (1) Point. To encourage employees who occasionally find themselves in a situation that would make them tardy for the start of a shift still come to work "late" and work the balance of their shift, such tardy occurrence will be removed from the record if the employee does not have any other tardy occurrence within sixty (60) days. If an employee arrives at work more than one (1) hour after the start of the shift, the tardy point will not be removed from the record. Each specific case in which an employee reports for work on time, works at least four (4) hours, and has given "Proper Notice" that they must leave for a reason (such as a doctors appointment) will be counted as 1/2 Point. For this section only, "Proper Notice" is considered to be 2 days' notice. If the employee fails to meet either the (4) hour requirement or the proper notice requirement, the absence will be counted as one (1) Point.

If an employee arrives on the floor more than two (2) hours after the start of the scheduled shift, **without notifying the company**, it will be counted as two (2) points. The employee may be sent home at management's discretion with no pay (**no show-up pay**).

A Point will not be counted when an employee has been injured on the job or is sent to the hospital by the Company, subject to other rules that cover this matter. The Company reserves the right, for follow up care or hearings, to work with the employee, their doctor, or the industrial commission to reschedule appointments so that they do not conflict with the employee's scheduled shift thereby causing the employee to develop an attendance problem. If however, an appointment for follow up care, for an industrial injury only, can not be scheduled outside of the employees work shift, the employee will be excused without penalty under the following circumstances. Subject to proper notice, the employee will be allowed to leave forty-five (45) minutes prior to the scheduled appointment and shall be restricted to a maximum of two (2) hours for the appointment, unless the employee is

detained by the doctor for a longer period of time and such time is documented by the attending physician.

In cases where an employee has had major surgery or a serious illness or accident and their physician directs that as part of their recovery, the employee must periodically return for follow up care or treatments, the Company shall not issue additional points for these visits but shall recognize the care as part of the original point or points issued for the initial absence. Employees must notify the Company of proposed dates for follow up care as far in advance as possible, but not later than one (1) week prior to the appointment. The employee shall work with the Company to utilize the other provisions of this policy in order to limit time away from the job to the absolute minimum required.

A Point will not be counted if an employee is sent home by Personnel or an appropriate Supervisor.

To encourage employees who have perfect attendance and tardiness records, a drawing will be held the first week following the end of each quarter. All employees with perfect attendance, no tardiness and less than seven (7) accumulated points, will be entered in the drawing. Four (4) prizes of fifty (\$50.00) will be drawn for each quarter.

- (2) If an employee is called off his job for some emergency, he must notify his foreman before leaving the job.
- (3) If an employee leaves Mid-West Forge Corporation during a pay period for any reason, he will not receive his pay check until the regular pay day.
- (4) Advances on pays are not permitted.
- (5) Employee/employees fighting on Company property will be discharged.
- (6) Time tickets must be turned in daily, but not before the end of the shift. The time tickets should be made out with black lead pencil. If overtime is worked, the ticket must show overtime worked. The ticket must show the correct name, date, clock number, department, machine and kind of work the employee was doing. The correctness of your pay will depend upon your full cooperation in following the

above instructions. Errors on the tickets which cause underpayment of wages will not be corrected until the next pay period. If a time ticket is not turned in and notice of this is given to the union, any underpayment which results will not be corrected until the next pay period.

- (7) Since the employees are paid through lunch hour, they are not permitted to leave the premises at any time during their shifts.

Lunch and other breaks should be taken in the lunch room. Employees will not be permitted in the parking areas during working hours and the lot will be sealed when steel receiving traffic permits.

Anyone found in the parking lots, driveway or guard house, without written permission from their foreman, during their working shift will be discharged.

- (8) Employees are prohibited from punching another employee's time card, altering the cards, or removing the cards from the plant. Violations will subject the offender to dismissal.

Any employee who fails to clock in, clock out, or both will be issued a written reprimand for his first four offenses in a twelve month period. Once an employee clocks in he must have a permission slip to exit the plant. Any subsequent offense will result in disciplinary action being taken as follows:

5th Offense 1 Day Off
6th Offense 1 Week Off
7th Offense Discharge

- (9) Employees found sleeping during their working hours will be discharged.

- (10) Every employee must be at his job at the shift starting time ready to work. Employees are not allowed to leave their job before the 10 minute wash-up period at the end of each shift. No employee is permitted to ring out before his regular shift quitting time.

(11) Employees may only use the pay phone after obtaining written permission from their foreman.

(12) Employees who do not reach seniority within 240 calendar days from date of hire will be automatically terminated.

(13) Gambling or solicitation of other employees will subject the offender to disciplinary action.

(14) ALCOHOL/DRUG ABUSE POLICY

Mid-West Forge Corporation, its management and its employees recognize their responsibility to seek all measures necessary to ensure a safe and efficient operation. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their co-workers, and third parties. As a sound industrial practice, the Company has implemented reasonable work rules governing this topic. As a matter of law, due to our government subcontracts, and because of growing concerns over alcohol and drugs in the workplace, we have developed this enhanced Alcohol and Drug Abuse Policy for all employees.

With these objectives in mind, the following policy and procedures are Mid-West Forge's Alcohol and Drug Abuse Policy:

I. POLICY

A. ALCOHOL

1. The possession, use, distribution or sale of alcohol on the Company premises, including parking areas, or while on Company time is prohibited. Note that alcohol stored in a vehicle but not consumed, is not covered hereunder. ANY EMPLOYEE WHO VIOLATES THIS POLICY WILL BE DISCHARGED.

2. Employees are prohibited, while on Company business or at work, including breaks and lunch, from being under the influence of alcohol.

B. LEGAL DRUGS

Employees may not use or have traceable in their system, any legal drug, while on the Company premises or while on Company business or at work, to the extent that said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to notify the Company if they are using a prescription drug. An employee will not be subject to discipline for traceable legal drugs if the above procedures are met.

C. ILLEGAL DRUGS

1. The possession, sale, purchase or use of any illegal drug while on the Company premises or while on Company time is prohibited. ANY EMPLOYEE WHO VIOLATES THIS POLICY WILL BE DISCHARGED.
2. Employees may not report to work or be on Company time or the Company premises with an illegal drug traceable in their systems.

II. DEFINITIONS

For purposes of this alcohol and drug abuse policy, the following terms shall have the following meanings:

- A. "Company premises" shall include, without, the plant buildings and grounds, offices, parking lots, and all other property owned or leased by the Company.
- B. "Company time" shall include all time during which an employee is on Company premises or performing work for the benefit of the Company.
- C. "Legal drug" means any substance, the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
- D. "Illegal drugs" means any controlled substance the possession or sale of which is prohibited by law.

- E. "Under the influence of alcohol" means that the employee has a blood alcohol level of at least .04% or otherwise exhibits behavior demonstrating that their ability to perform their job duties has been impaired by alcohol.
- F. "Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance pursuant to the standard set forth in Section IV(D), Testing Methodology, of this policy.

III. TESTING

The Company may relieve an employee from duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, at a NIDA approved medical clinic of the Company's choice, if:

1. a. The Company has "reasonable suspicion" to believe that the employee is under the influence of alcohol or a legal or illegal drug. For purposes of this policy, "reasonable suspicion" shall mean that the Company representative can give a description concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indices of possible drug and/or alcohol use. Reasonable suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use.
- b. All employees involved in a work-related accident will be sent for testing to determine if their actions or judgment was impaired by alcohol or drugs.
2. If, possible, the supervisor or two supervisors, if available, who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided to the subject employee.

3. The employee has the right to union representation prior to referral for drug or alcohol testing. The Union will designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing, who will cover all shifts involved.
4. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass or cause physical discomfort to the employee.
5. An employee who tests positive for drugs and/or alcohol shall have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut those results. A copy of the test results will be provided to the subject employee.

NOTE: THE UNIONS COOPERATION IN THIS POLICY IS MOST WELCOME HOWEVER, THE DETERMINATION OF WHETHER OR NOT THERE IS SUFFICIENT REASON TO REQUIRE A LABORATORY TEST SHALL BE SOLELY WITHIN THE DISCRETION OF THE COMPANY. THE COMPANY WILL EXERCISE THIS RIGHT ONLY AFTER REACHING THE OVERWHELMING DETERMINATION THAT SEVERAL CRITERIA, INDICATING POSSIBLE ABUSE, HAVE BEEN DECISIVELY MET.

IV A. CONSENT

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the Company. Should either of the above two test indicate a positive result as defined by Federal Regulations of the Department of Transportation, number 49 CFR Part 40, Docket No. 45928;

Notice

No. 2, effective 1/2/90 and 5/30/90, Paragraph 40.29, "Laboratory Analysis Procedures", the employee shall be requested to sign a consent form to withdraw a specimen of blood for further testing. All tests results are to be released to the Company.

B. REFUSAL TO PROVIDE SPECIMEN OR CONSENT

Any employee who refuses to provide a urine specimen, or to take a Breathalyzer test, or a blood specimen as called for in section A above, where and when the Company may request such a specimen or test under this policy, or who refuses to sign a consent form, shall be on suspension, pending their formal discharge for cause, for insubordination.

C. CONFIDENTIALITY

The results of any blood or urine analysis or Breathalyzer tests shall be kept strictly confidential among the employee, the clinic, any outside laboratory used by the clinic for analysis, and the Company. However, the Company may use the results to decide upon any action to be taken toward an employee, or to the extent necessary, to defend its actions in subsequent grievance, legal or other proceedings, for the specific items covered by this policy in section I.

D. TESTING METHODOLOGY

Tests are to be performed by a certified NIDA laboratory. As concerns urine samples for drug testing, subject employee will undergo an initial screening (EMIT) test. For any positive results a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The testing methodology used will comport with federally approved standards as outlined by Federal Regulations of the Department of Transportation, number 49 CFR Part 40, Docket No. 45928; Notice No. 2, effective 1/2/90 and 5/30/90, Paragraph 40.29 "Laboratory Analysis Procedures".

"Other Psychoactive Substances" The laboratory shall report all "positive" results for any psychoactive substance, illegal drug, or legal drug which may impair mental capacity which are detected through enzyme immunoassays, gas chromatography/mass spectrometrics, or any other appropriate tests. All tests shall be subjected to a confirming test.

"Alcohol" The laboratory shall report the results of all blood tests, urinalysis, or Breathalyzer analysis which show an employee to have a blood alcohol level of at least .04%. Such test results shall be considered "positive".

V. GENERAL

As in the past, employees and their personal property, while on Company property, are subject to search as a result of reasonable suspicion of violation of this Alcohol and Drug Policy. Any searches deemed necessary will be done in the presence of both company and union representatives. Vehicles themselves will not be subject to search under this policy. Depending on the circumstances, the Company may take other action it believes appropriate as the result of any violation of this policy, including notification of appropriate governmental and law enforcement agencies.

TREATMENT AND/OR DISCIPLINE

Any employee who violates sections I(A)(1), I(C)(1), or IV(B) will be discharged for just cause, as governed by the terms of our contract.

Mid-West Forge Corporation recognizes that alcohol and drug abuse may be health problems which may be treatable.

A. The Company encourages all employees to take advantage of available confidential diagnostic counseling and treatment services for alcohol and drug abuse. If you voluntarily seek assistance because you feel that you have a problem, rehabilitation will be made available, subject to the compliance testing periods below. This voluntary effort will not be held against the employee as the first step toward discharge. Should rehabilitation be unsuccessful and a violation after the initial rehabilitation takes place, a second attempt at rehabilitation will be attempted, subject to the compliance testing periods below.

B. Should an employee test positive as a result of a triggering violation of this policy, rehabilitation will be made available, subject to the compliance testing periods below.

C. Within eight weeks of the start of rehabilitation, the employee must submit to and pass a urinalysis or blood test to determine their compliance. In addition, the Company, at its discretion but not more than three times, may order random testing through urinalysis or blood test, for eighteen months after the start of rehabilitation.

D. Should an employee, after the initial eighteen month period above, be rehabilitated but once again trigger a second violation, a second attempt at rehabilitation will be available, subject to a new eighteen month compliance testing period.

E. Should an employee who has received the above assistance fail to pass one of the compliance tests above or have a third triggering violation of the Alcohol and Drug Abuse Policy, while in the employ of the Company, they shall be considered discharged for just cause.

F. Assistance in treating these illnesses will be through any of the several qualified in/out patient rehabilitation programs available. The employee must maintain the necessary participation level required in the program. Failure to do so may result in termination of the employee. Costs for these programs will be provided under the Company health plan to the extent covered. The Company is not obligated to spend any amount over this coverage, toward such care, except as it may elect, at its sole discretion. During the above treatment, the employee will not receive special privileges under other Company rules. If a leave of absence is necessary for treatment, it will be granted with full benefit rights under the contract. Participation in this program, in and of itself, guarantee continued employment.

G. This policy is not to be interpreted as constituting any waiver of the Company's responsibility to maintain discipline or its right to invoke disciplinary measures in the case of misconduct or insubordination which may result from, or be associated with, the use of alcohol or drugs. Discipline as a result of a triggering event, whether testing indicates positive or negative, may still be applied, after investigation of the incident, consistent with other Company rules or procedures.

VII. PRE-EMPLOYMENT EXAMINATION

Alcohol and drug testing shall be incorporated into the Company's pre-employment physicals through the use of urine and blood testing procedures as outlined above. All new hires will be made aware of pre-employment testing by a written statement accompanying the application for employment.

(See Drug Policy appendix on file in Personnel Office for Federal Regulations for Testing, which are a part of this policy)

Any employee who is sent to the clinic for a drug screen should not be permitted to drive his own vehicle home. Once the employee returns from the clinic, an attempt should be made to contact a family member or a friend who can come here to pick him up. If those attempts fail, a cab should be called to transport the employee home. The guard has vouchers to pay for this transportation. Once the cab bill is received in the office, the employee will be charged, through payroll deduction, for this service. It is suggested that it is made clear to the employee that the payroll deduction will be made. This may make it easier for him to get a family member to cooperate with his request. However, under no circumstances does the Company want the responsibility for allowing the employee to drive himself home.

(15) Any employee found on Company property in possession of firearms or other deadly weapons, will be immediately dismissed. Employees and their personal property while on Company property are subject to search for any prohibited items listed in these Rules and Regulations.

(16) Any employee found stealing or entering the plant by unauthorized methods or willfully destroying or damaging Company property will be immediately discharged.

(17) Employees must notify the Personnel Office of any change of address, telephone, dependents or beneficiaries. False information given on the employment application at time of hire or false information reported to the Personnel Department or on time tickets will be just cause for discharge.

(18) For all new hires or returnees from layoffs: Medical Mutual, Life Insurance and all other employment forms must be returned to the Personnel Office within 48 hours of the start of employment. If all forms have not been returned by that time, the employee will not be permitted to work. All tax withholding forms must be completed prior to the start of any work.

(19) In case of an industrial injury, the employee must ring out should he be sent to the Clinic, and must ring in when he returns. If the doctor states in writing that he is unable to return to work, the employee will be paid the balance of his shift. This applies to the first trip only.

(20) Entrance to or from the plant must be through the time clock area. Entrance through the steel building or other entrances is prohibited and will be subject to disciplinary action.

(21) Employees, except those on industrial accident leave, who do not work on Thursday prior to payday, will only be paid on the regular Friday pay date.

(22) The Company may, at its discretion, add any further Rules and Regulations as they become necessary which will then be posted in the normal manner.

APPENDIX D GENERAL SAFETY RULES

Report any and all injuries immediately to your foreman, no matter how minor they may appear.

Follow the instructions of the Company doctor.

Wear required protective equipment in required areas, including but not limited to, eye, ear, head and foot protection, gloves and other hand protection as necessary.

The wearing of the above protection equipment will be mandatory by all personnel, hourly and salary, in all areas at all times except as outlined by MWF Operating Procedures SP-109, SP-110, SP-113, SP-114, and SP-115, which are posted in the plant.

Failure to use the above listed protective equipment will result in discipline as follows:

- 1st Offense in a rolling 12-month period - Written Warning
- 2nd Offense in a rolling 12-month period - 1 Day Off
- 3rd Offense in a rolling 12-month period - 1 Week Off
- 4th Offense in a rolling 12-month period - Termination

Employees working around moving or revolving machinery will not wear torn or loose clothing. These are hazardous and, therefore, prohibited.

Hair of a hazardous length should be contained in a hair net plus a head protective helmet when working around moving or revolving machinery.

Discard all used rags and materials in containers provided for them.

Report all potential fire hazards to your foreman.

Keep fire fighting equipment and fire extinguishers free from obstructions such as skids, flats and racks.

Do not tamper with fire fighting equipment.

After a fire extinguisher has been used, regardless of condition, it should be recharged.

Keep floors and aisles clean and clear of loose materials, tools, oil, grease and water.

Mechanical safeguards and safety devices on equipment are installed for your protection. They must be in place and in use before each and every production run. It is to your benefit and your protection to inspect all equipment before use and report all defective tools and equipment immediately to your foreman.

Always use the proper tools and equipment for the job.

Turn off your equipment when unattended and/or not in use.

Never stand or walk on conveyors, whether they are moving or not.

Unauthorized persons are forbidden to start or stop any machinery, or perform any kind of work on such machinery, perform any electrical work, or opening electrical panels unless authorized to do so.

Observe any additional rules, practices, or habits not specifically mentioned in these safety rules that are applicable to a specific job or that lead to a greater plant safety.

Turn off and lock out all machines when being repaired or changes are being made as per the MWF Operating Procedures for Lock Out/Tag Out. Failure to follow the Lock Out/Tag Out procedures shall result in the same disciplinary action as listed above for failure to wear protective equipment.

The use of personal electronic devices is prohibited in the plant. This includes but is not limited to, cell phones, pagers, PDA's, laptop computers, personal headphones, video games and DVD players.

Report to your foreman or Personnel Department any unsafe conditions or equipment immediately.

At Mid-West Forge Corporation your safety is a prime consideration.

Rules, like laws and customs set up by a State or City, are not established to make your job difficult or unpleasant. They are there to help insure that we work safely and efficiently. They are of little value without sincere and faithful cooperation by everyone.

In addition to these general safety rules it will be necessary to learn, understand and practice those safety rules and safe job procedures that pertain to your specific jobs, too numerous and detailed to put into a publication of this nature. Failure to comply will be just cause for disciplinary action.

Your cooperation can make our place of employment a safe place to work.

MID-WEST FORGE CORPORATION

Employees are required to acknowledge that they have been trained by signing their name.